

TERMS AND CONDITIONS

1. Definitions

1.1 In these Conditions, the following definitions apply:

We are Spaces: We are Spaces Limited, Co. No. 10561228

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Charges: the charges for the Goods and Services payable by the Customer as identified in the relevant Quotation and Order Confirmation, and as may be varied in accordance with these Conditions.

Commencement Date: the date identified in the Order for commencement of Services, or such other date as agreed in writing by the parties.

Conditions: these terms and conditions as amended from time to time in accordance with clause 14.

Contract: the contract between WE ARE SPACES and the Customer for the supply of Goods and Services in accordance with these Conditions.

Customer: the person or company who purchases Goods and Services from WE ARE SPACES as identified in the relevant Order.

Deliverables: any reports, drawings, designs or other materials which are produced by WE ARE SPACES and delivered to the Customer in connection with the Services.

Effective Date: has the meaning set out in clause 2.1.

Force Majeure Event: has the meaning given to it in clause 13.1.

Goods: the goods, equipment and materials provided by WE ARE SPACES to the Customer as identified in the Quotation and/or Order Confirmation.

Goods Specification: any relevant description or specification for the Goods as set out in the Order and/or Project Brief, or as may be varied in accordance with these Conditions.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

Order: the confirmation of order issued by WE ARE SPACES and signed by the Customer.

Personnel: includes all employees, agents, consultants and subcontractors.

Possession of site: the date on which WE ARE SPACES commences pre-construction and/or construction activities.

Services: the services and works, including the provision of the Deliverables, supplied by WE ARE SPACES to the Customer as identified in the Quotation and/or Order Confirmation.

Site: has the meaning set out in clause 3.2.

1.2 In these Conditions, the following rules apply:

- (a). a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b). a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted;
- (c). any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (d). a reference to writing or written includes faxes and e-mails.

2. Basis of contract

2.1 The Contract shall come into existence on the date the Customer signs the Order Confirmation and receipt of payment of the deposit monies. ("Effective Date").

2.2 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.3 The Project Brief and any other documentation provided to WE ARE SPACES shall form part of the Contract provided that it is referenced in the relevant Order.

3. Provision of Goods

3.1 Subject to payment of the Charges under the Contract, WE ARE SPACES shall provide the Goods to the Customer in accordance with the Goods Specification.

3.2 WE ARE SPACES shall deliver the Goods to the site address identified in the relevant Quotation and/or Order Confirmation ("Site"). Delivery of the Goods shall be completed on the Goods' arrival at the Site.

3.3 WE ARE SPACES shall use its reasonable endeavours to deliver the Goods in accordance with any timescales set out in the Order Confirmation. Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. WE ARE SPACES shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to take delivery or to provide WE ARE SPACES with adequate delivery instructions.

3.4 In the event that the Customer requests a postponement in the delivery of the Goods (or any part), the parties shall discuss and agree the appropriate course of action and any additional charges (including storage costs).

4. Quality of Goods

4.1 The Customer acknowledges that WE ARE SPACES procures the Goods from third parties on behalf of the Customer. As such, WE ARE SPACES gives no warranties whatsoever (whether express or implied) concerning the Goods. To the extent that it is able, WE ARE SPACES shall pass on the benefit to the Customer of any product warranty or rights of return from the third party supplier of the relevant Goods. The Customer accepts and agrees that its rights to return Goods shall be governed by the third party supplier's terms and conditions. Please note that where any existing elements of the building fabric are to be retained, reused and/or refurbished, that no warranty will exist for these elements.

4.2 In the event that any Goods delivered are damaged or defective, do not comply with the Goods Specification or are not to the full satisfaction of the Customer, the Customer shall promptly notify WE ARE SPACES within 7 days of delivery or installation and shall:

- (a). at the request of WE ARE SPACES, allow WE ARE SPACES to examine such Goods;
- (b). not make any further use of the Goods or attempt to alter or repair any of the Goods; and
- (c). allow WE ARE SPACES to arrange collection of the Goods at a time to be advised by WE ARE SPACES.

4.3 For Goods found to be damaged or defective, or non-compliant with the Goods Specification, WE ARE SPACES shall arrange for the repair or replacement of such Goods by the third party supplier.

4.4 For Goods which are not to the satisfaction of the Customer and returned to the third party supplier ("Returned Goods") under clause 4.2, the parties shall discuss and agree alternative Goods to be supplied to the Customer (and any variation to the charges applicable to the alternative Goods).

4.5 WE ARE SPACES accepts no liability for any damaged, defective or returned Goods where the Customer fails to comply with the terms at clause 4.2 or where the Customer does anything which invalidates the third party supplier's warranty or rights to return the Goods.

5. Title and risk

5.1 The risk in the Goods shall pass to the Customer on completion of delivery to the Customer at the Site.

5.2 Title to the Goods shall not pass to the Customer until WE ARE SPACES receives payment in full for the Goods.

6. Supply of Services

6.1 From the Commencement Date and for the term of the Contract, WE ARE SPACES shall provide the Services to the Customer in accordance with the Quotation and/or Order Confirmation in all material respects.

6.2 WE ARE SPACES shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order and/or Project Brief, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

6.3 WE ARE SPACES shall observe all health and safety and security requirements that apply at the Site and that have been communicated to it by the Customer, provided that it shall not be liable under this Contract if, as a result of such observation, it is in breach of any of its obligations under this Contract.

6.4 WE ARE SPACES will provide a 12 month period for rectification of defects from the possession of site. Defects will include workmanship and/or product fault within this period. But exclude wilful, deliberate or accidental damage as well as defects caused by thermal expansion and contraction of the clients environment. Any legitimate defects will be attended to at the end of the 12 month period.

7. Customer's obligations

7.1 During the term of the Contract, the Customer shall:

- (a). ensure that the details set out in the Order and the Project Brief are complete and accurate;
- (b). co-operate with WE ARE SPACES and its Personnel in all matters relating to the Services;
- (c). provide WE ARE SPACES and its Personnel with access to the Site and other facilities and information as reasonably required to provide the Services;
- (d). provide any reports, designs, drawings and documentation as reasonably requested by WE ARE SPACES in connection with the Services within 7 days or sooner should their omission delay works on site; and
- (e). obtain and maintain all necessary and relevant licences, insurances, permissions and consents which may be required for WE ARE SPACES to perform the Services.
- (f). Ensure they meet their obligations under CDM Regulations 2015.

7.2 If WE ARE SPACES's performance of the Services is prevented or delayed by any act or omission by the Customer (including its Personnel) or failure by the Customer to perform any relevant obligation ("Customer Delay"):

- (a). the parties shall discuss and agree the impact of the Customer Delay, the appropriate course of action and any changes to delivery timescales; and
- (b). WE ARE SPACES shall be entitled (at its discretion) to charge the Customer all reasonable costs, charges or losses sustained or incurred by WE ARE SPACES in connection with the Customer Delay. For the avoidance of doubt, this may include (without limitation): (i) fees associated with any Personnel assigned to Services which are impacted by the Customer Delay, where such Personnel are unable to be assigned to alternative work; and (ii) any additional fees associated with delivery of the relevant Services in accordance with the revised timescales as anticipated above.

8. Charges and payment

8.1 The Charges for Goods and Services shall be calculated and payable in accordance with the contents of the relevant Quotation and/or Order Confirmation, plus any variations instructed during the works and as may be varied in accordance with these Conditions.

8.2 The Charges for the Goods are inclusive of all delivery costs, unless otherwise specified in the Quotation and/or Order Confirmation (or any variation).

8.3 For any works which are calculated on a time and materials basis, the relevant charges shall be calculated in accordance with WE ARE SPACES's standard daily rates applicable at that time. Daily rates are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days.

8.4 In addition to the Charges, WE ARE SPACES shall be entitled to charge the Customer for any expenses reasonably incurred by its Personnel in connection with the Services including (but not limited to) any travelling expenses, hotel costs, subsistence and any other expenses as may be agreed with the Customer.

8.5 If any local authority approvals are required in connection with the Goods and/or Services, any applicable fees and charges shall be paid by the Customer via WE ARE SPACES.

8.6 During the term of the Contract, WE ARE SPACES reserves the right to vary its standard daily fee rates for the Charges for Services, provided that such Charges will not be varied more than once in any 12 month period. WE ARE SPACES will give the Customer written notice of any such variation 30 days before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify WE ARE SPACES in writing within 14 days of the date of WE ARE SPACES's notice and WE ARE SPACES shall have the right without limiting its other rights or remedies to terminate the Contract on written notice to the Customer.

8.7 WE ARE SPACES shall raise the invoices for Charges in accordance with the payment profile as set out in clause 8.11(b) (1, 2, 3 & 4) below.

8.8 Where a deposit is due and payable, as set out in the Order Confirmation, the Customer shall pay the relevant invoice and WE ARE SPACES receive the cleared funds ,prior to the Services

commencing on site. The Standard deposits are 30% for fitout works and 50% for furniture orders.

8.9 The Customer shall pay the invoices in full and in cleared funds and in accordance with the payment terms set out in the relevant invoice. Time for payment shall be of the essence of the Contract.

8.10 All amounts payable by the Customer under the Contract are exclusive of value added tax (VAT).

8.11 If the Customer fails to make any payment due to WE ARE SPACES under the Contract by the due date for payment, then:

- (a). WE ARE SPACES shall be entitled, without liability, to suspend any further supply of Goods and/or Services until such sums are paid in full; and/or
- (b). WE ARE SPACES may charge (on demand) and the Customer shall pay interest on the overdue amount at the at the Statutory Government Rate per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

Payment terms:

1. Fit Out - 30% deposit, with order by return payment. Please note, no works or orders can be placed/commenced until cleared funds are received.
2. Furniture – 50% deposit or 100% payment of invoice (depending on the size of the furniture order), with order by return payment. Please note, no orders can be placed for goods/products until cleared funds are received.
3. Interim works invoices to be raised to suit the works progress, where the balance (less 5%) will be equally split.
4. Final 5% to be invoiced upon practical completion of the project.

9. Intellectual property rights

9.1 Other than as expressly agreed in a Quotation and/or Order Confirmation, no rights or licences in respect of either party's Intellectual Property Rights are granted to the other party or are to be implied from these Conditions.

9.2 The Customer acknowledges and agrees that WE ARE SPACES and/or its licensors (as the case may be) shall own and retain ownership of all Intellectual Property Rights in and to:

- (a). any Intellectual Property Rights in or arising out of or in connection with the Services; and
- (b). any Deliverables, materials or works which are used, developed or created by or on behalf of WE ARE SPACES in connection with its obligations under the Contract;
- (c). (together defined as “WE ARE SPACES IPR”).

9.3 Subject to the payment of the Charges, WE ARE SPACES hereby grants to the Customer a perpetual, non-exclusive, royalty-free licence to use the WE ARE SPACES IPR in order to receive the benefit of the Services and Deliverables provided under the Contract.

10. Confidentiality

A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party) or its Personnel, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its Personnel who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such Personnel comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 10 shall survive termination of the Contract.

11. Limitation of liability

11.1 Nothing in these Conditions shall limit or exclude WE ARE SPACES's liability for (a) death or personal injury caused by its negligence (or the negligence of its employees, agents or subcontractors); (b) for fraud or fraudulent misrepresentation; or (c) any other matter which cannot be excluded by law.

11.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Contract.

11.3 Subject to clause 11.1:

- (a). WE ARE SPACES shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b). WE ARE SPACES's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of the charges paid or payable under the Contract in the 12 months immediately preceding the date the relevant claim is made.

11.4 This clause 11 shall survive termination of the Contract.

12. Termination

12.1 The Contract shall continue in force until either:

- (a). The Goods and Deliverables are delivered and Services are completed in accordance with these Conditions, the Order and the Project Brief; or
- (b). the date for expiry for any fixed term Services as set out in the Quotation and/or Order Confirmation; or
- (c). the Contract is terminated pursuant to the terms set out in these Conditions.

12.2 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a). the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;
- (b). the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c). the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d). a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
- (e). the other party (being an individual) is the subject of a bankruptcy petition or order;
- (f). a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (g). an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

- (h). the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i). a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j). any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2(b) to clause 12.2(i) (inclusive);
- (k). the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
- (l). the other party's financial position deteriorates to such an extent that in WE ARE SPACES's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- (m). Without limiting its other rights or remedies, WE ARE SPACES may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

12.4 On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to WE ARE SPACES all of WE ARE SPACES's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, WE ARE SPACES shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return any Goods and Deliverables which have not been fully paid for. If the Customer fails to do so, then WE ARE SPACES may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

13. Force majeure

13.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of WE ARE SPACES including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of WE ARE SPACES or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, contagion, virus or default of suppliers or subcontractors.

13.2 WE ARE SPACES shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

13.3 If the Force Majeure Event prevents WE ARE SPACES from providing any of the Services and/or Goods for more than 4 weeks, either party may, without limiting its other rights or remedies, terminate this Contract immediately by giving written notice to the other party.

14. Changes

14.1 If either party wishes to change the scope of the Services, Goods Specification or any other details set out in the Order or Project Brief (a "Change"), it shall submit details of the requested change to the other in writing.

14.2 If either party requests a Change, WE ARE SPACES shall, within a reasonable time, provide a written estimate to the Customer of:

- (a). the likely time required to implement the Change; and
- (b). any variations to the Charges arising from the Change.

14.3 If the Customer wishes WE ARE SPACES to proceed with the Change, WE ARE SPACES has no obligation to do so unless and until the parties have agreed the necessary variations to the Charges, the Services, the Goods Specification, the relevant Project Brief and any other terms of the Contract to take account of the Change.

14.4 Agreed changes shall be documented by way of a written change order or addendum and signed by the parties.

15. General

15.1 The parties shall comply with all laws and regulations applicable to the Goods and Services provided under this Contract including (without limitation) the Construction (Design and Management) Regulations 2015.

15.2 WE ARE SPACES may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

15.3 The Customer shall not, without the prior written consent of WE ARE SPACES, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

15.4 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next Business Day delivery service, or by commercial courier, fax or e-mail.

15.5 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.4; if sent by pre-paid first class

post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission and a read receipt is received.

15.6 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

15.7 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.8 No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.9 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

15.10 A person who is not a party to the Contract shall not have any rights to enforce its terms.

15.11 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15.12 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).